

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MAURICE CABRERA, DAVID STATON and
GREGORY OFFUTT

Plaintiffs

17-CV-6011

--Against--

CBS CORPORATION and
CBS TELEVISION STUDIOS

Defendants

-----X
PLAINTIFFS' ANSWER TO DEFENDANTS'
COUNTERCLAIMS

Plaintiffs, Maurice Cabrera, David Staton and Gregory Offutt, (hereinafter "plaintiffs") by and through their attorneys, Law Office of Ambrose Wotorson, hereby answers the defendants' counterclaims in accordance with the numbered paragraphs as follows:

1. Counter defendants deny the allegations contained in paragraph "1" of counter plaintiffs' CBS Studios, Inc. and Eye Productions Inc.'s counterclaims.
2. Counter defendants deny the allegations contained in paragraph "2" of counter plaintiffs' CBS Studios, Inc. and Eye Productions Inc.'s counterclaims.
3. Counter defendants deny the allegations contained in paragraph

“3” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

PARTIES

4. Counter defendants admit the allegations as to the parties contained in paragraph “4” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
5. Counter defendants deny the allegations contained in paragraph “5” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
6. Counter defendants deny the allegations contained in paragraph “6” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims, particularly, any suggestion that Cabrera resigned “voluntarily”.
7. Counter defendants admit Offutt’s residence, but otherwise deny the allegations contained in paragraph “7” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

JURISDICTION AND VENUE

8. Counter defendants admit that counterclaimants assert that jurisdiction in this district is proper.
9. However, Counter defendants deny the allegations contained in

paragraph “9” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims, particularly, any assertion that this Court has jurisdiction over any of defendants’ counterclaims, all of which purport to be brought under New York’s common laws.

10. Counter defendants admit that Cabrera and Offutt have submitted themselves to the jurisdiction of this court for their federal claims, but otherwise deny the allegations contained in paragraph “10” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims, as this Court is without jurisdiction over any of defendants’ counterclaims, all of which purport to be brought under New York’s common laws.

STATEMENT OF FACTS

11. Counter defendants deny the allegations contained in paragraph “11” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
12. Counter defendants deny the allegations contained in paragraph “12” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
13. Counter defendants deny the allegations contained in paragraph

“13” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

14. Counter defendants deny the allegations contained in paragraph “14” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

15. Counter defendants deny the allegations contained in paragraph “15” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

16. Counter defendants deny the allegations contained in paragraph “16” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

17. Counter defendants deny the allegations contained in paragraph “17” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

18. Counter defendants deny the allegations contained in paragraph “18” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

19. Counter defendants deny the allegations contained in paragraph “19” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

20. Counter defendants deny the allegations contained in paragraph “20” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
21. Counter defendants deny the allegations contained in paragraph “21” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
22. Counter defendants deny the allegations contained in paragraph “22” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
23. Counter defendants deny the allegations contained in paragraph “23” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
24. Counter defendants deny the allegations contained in paragraph “24” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
25. Counter defendants deny the allegations contained in paragraph “25” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.
26. Counter defendants deny the allegations contained in paragraph “26” of counter plaintiffs’ CBS Studios, Inc. and Eye

Productions Inc.’s counterclaims.

27. Counter defendants deny the allegations contained in paragraph “27” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

28. Counter defendants deny the allegations contained in paragraph “28” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

29. Counter defendants deny the allegations contained in paragraph “29” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

30. Counter defendants deny the allegations contained in paragraph “30” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

31. Counter defendants deny the allegations contained in paragraph “31” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

32. Counter defendants deny the allegations contained in paragraph “32” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

33. Counter defendants deny the allegations contained in paragraph

“33” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

34. Counter defendants deny the allegations contained in paragraph “34” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

35. Counter defendants deny the allegations contained in paragraph “35” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

36. Counter defendants deny the allegations contained in paragraph “36” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

37. Counter defendants deny the allegations contained in paragraph “37” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

38. Counter defendants deny the allegations contained in paragraph “38” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

COUNTERCLAIMANTS’ FIRST CLAIMS FOR RELIEF, FRAUD

39. Counter defendants admit that paragraph “39” purports to incorporate preceding paragraphs in counter plaintiff’s

counterclaims, to which counter-defendants respond by incorporating their prior responses thereto.

40. Counter defendants deny the allegations, and legal conclusions contained in paragraph “40” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

41. Counter defendants deny the allegations and legal conclusions contained in paragraph “41” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

42. Counter defendants deny the allegations and legal conclusions contained in paragraph “42” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

**COUNTERCLAIMANTS’ SECOND CLAIM FOR RELIEF,
“AIDING AND ABETTING FRAUD”**

43. Counter defendants admit that paragraph “43” purports to incorporate preceding paragraphs in counter plaintiff’s counterclaims, to which counter-defendants respond by incorporating their prior responses thereto.

44. Counter defendants deny the allegations and legal conclusions contained in paragraph “44” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

45. Counter defendants deny the allegations and legal conclusions contained in paragraph “45” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

**COUNTERCLAIMANTS’ THIRD CLAIM FOR RELIEF,
“CONSPIRACY TO COMMIT FRAUD”**

46. Counter defendants admit that paragraph “46” purports to incorporate preceding paragraphs in counter plaintiff’s counterclaims, to which counter-defendants respond by incorporating their prior responses thereto.

47. Counter defendants deny the allegations and legal conclusions contained in paragraph “47” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

48. Counter defendants deny the allegations and legal conclusions contained in paragraph “48” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

**COUNTERCLAIMANTS’ FOURTH CLAIM FOR RELIEF,
“BREACH OF FIDUCIARY DUTY”**

49. Counter defendants admit that paragraph “49” purports to incorporate preceding paragraphs in counter plaintiff’s counterclaims, to which counter-defendants respond by incorporating their prior responses thereto.

50. Counter defendants deny the allegations and legal conclusions contained in paragraph “50” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

51. Counter defendants deny the allegations and legal conclusions contained in paragraph “51” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

52. Counter defendants deny the allegations and legal conclusions contained in paragraph “52” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims

53. Counter defendants deny the allegations and legal conclusions contained in paragraph “53” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

54. Counter defendants deny the allegations and legal conclusions contained in paragraph “54” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

**COUNTERCLAIMANTS’ FIFTH CLAIM FOR RELIEF,
“FAITHLESS SERVANT” – CABRERA AND OFFUT
ONLY**

55. Counter defendants admit that paragraph “55” purports to incorporate preceding paragraphs in counter plaintiff’s counterclaims, to which counter-defendants respond by

incorporating their prior responses thereto.

56. Counter defendants deny the allegations and legal conclusions contained in paragraph “56” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

57. Counter defendants deny the allegations and legal conclusions contained in paragraph “57” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

58. Counter defendants deny the allegations and legal conclusions contained in paragraph “58” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

59. Counter defendants deny the allegations and legal conclusions contained in paragraph “59” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

60. Counter defendants deny the allegations and legal conclusions contained in paragraph “60” of counter plaintiffs’ CBS Studios, Inc. and Eye Productions Inc.’s counterclaims.

GENERAL DENIAL

61. Counter-defendants deny the allegations set forth in the WHEREFORE clause of the counter-claims, and further denies that counter-claimants are entitled to any of the relief demanded therein or

to any type of remedy, relief or damages. Counter-defendants also deny each and every allegation contained in the Complaint that is not admitted herein.

JURY DEMAND

62. Counter-defendants deny, and other object to counter-claimants' demand for a trial by jury of any issue not required by law to be tried to a jury, including but not limited to any determination of equitable remedies.

AFFIRMATIVE DEFENSES

63. Counter-defendants assert the following defenses without conceding that counterclaimants bear the burden of proof as to any of their own claims. Counter-defendants reserve the right to assert such additional defenses that may appear and prove applicable during the course of this litigation.

64. The counterclaims fail to state causes of action upon which relief may be granted.

65. The counterclaims are all barred by the doctrines of laches and unclean hands.

66. The counterclaims, in whole, or in part are barred by applicable statutes of limitations.

67. This Court is without jurisdiction on all of the counterclaims, all

none of which a federal in nature.

WHEREFORE, the counterclaims should be dismissed in their entirety.

Dated: New York, New York
May 14, 2018

Respectfully Submitted,
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